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2 Stephen Karotkin (*pro hac vice*)  
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3 Ray C. Schrok, P.C. (*pro hac vice*)  
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4 Jessica Liou (*pro hac vice*)  
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5 Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
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8 KELLER & BENVENUTTI LLP  
9 Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
10 Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
11 650 California Street, Suite 1900  
San Francisco, CA 94108  
12 Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

## **PG&E CORPORATION,**

- and -

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

## **Debtors.**

- Affects PG&E Corporation
  - Affects Pacific Gas and Electric Company
  - Affects both Debtors

## Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the  
“**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned  
chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property  
listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further  
extension of time for the Debtors to assume or reject unexpired leases of nonresidential real  
property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the  
“**Bankruptcy Code**”), and represent and agree as follows:

## **RECITALS**

9                   A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the  
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
11 “**Bankruptcy Court**”).

12                   B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court  
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August  
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to  
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order  
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
22 THAT:

23           1. The Lessors consent to, and this Stipulation hereby constitutes “prior written  
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1           2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4           3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
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8           4. Nothing contained in this Stipulation or any actions taken by the Debtors  
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20 relief granted pursuant to and in accordance with this Stipulation.

21           7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23           8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 3 / 2019

**LESSOR**

By: Michelle S.  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Michelle T. Tufalian

**Signatory Address:**

906 N. Street Ste 200  
Fresno, CA 93127

1

**EXHIBIT A**

2

Name of Lessor: CIVIC CENTER SQUARE, INC.

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Property Address: 2445 Capitol Street, Suite 210  
Fresno, CA 93721

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## 13 Attorneys for Debtors and Debtors in Possession

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## Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim

## Attorneys for Debtors and Debtors in Possession

Dated: July / 3 / 2019

**LESSOR**

Capacity: Attorney for Lessor / Lessor /

Capacity: Attorney for Lessor / Lessor /  
Authorized Officer of Lessor  
Signature: N

Signatory Name:

906 N Street Ste 208

**Signatory Address:**

906 N Street Ste 200

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**EXHIBIT A**

Name of Lessor: CIVIC CENTER SQUARE, INC.

Property Address: 2526 Capitol Street, Parking Lot 2  
Fresno, CA 93721

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No. 19-30088 (DM)

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(Lead Case)

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**EXECUTION PAGE**

2 | Dated: June 6, 2019

**WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP**

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 11 / 2019

**LESSOR**

By: John  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Lydia Fong

**Signatory Address:**

1600 Lombard street

San Francisco, CA 94123

**EXHIBIT A**

Name of Lessor: CLAY LLC

**Property Address:** 863 Clay St., 1st Floor  
San Francisco, CA 94108

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767 Fifth Avenue  
New York, NY 10153-0119

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*Attorneys for Debtors  
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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

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No. 19-30088 (DM)

- and -

Chapter 11

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COMPANY,**

(Lead Case)

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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 22 2019

LESSOR

By: T. Kim  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Dave Daly

Signatory Address:

301 County Airport Rd.  
Ste. 205, Vacaville,  
CA 95688

**EXHIBIT A**

Name of Lessor: County of Solano  
Address: 301 County Airport Rd.  
Vacaville, CA 95688

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New York, NY 10153-0119

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9 Tobias S. Keller (#151445)  
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10 (jkim@kellerbenvenutti.com)  
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11 San Francisco, CA 94108  
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12 Fax: 650 636 9251

13 *Attorneys for Debtors  
and Debtors in Possession*

14  
15 **UNITED STATES BANKRUPTCY COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **SAN FRANCISCO DIVISION**

18  
19 In re: Bankruptcy Case

20 **PG&E CORPORATION,** No. 19 -30088 (DM)

21 - and - Chapter 11

22 **PACIFIC GAS AND ELECTRIC  
COMPANY,** (Lead Case)

23 **Debtors.**

- 24  
25  Affects PG&E Corporation  
 Affects Pacific Gas and Electric Company  
 Affects both Debtors

26 \*All papers shall be filed in the Lead Case,  
27 No. 19-30088 (DM).

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

## RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1           2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4           3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

8           4. Nothing contained in this Stipulation or any actions taken by the Debtors  
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17           5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19           6. The Debtors are authorized to take all actions necessary to effectuate the  
20 relief granted pursuant to and in accordance with this Stipulation.

21           7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23           8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

**EXECUTION PAGE**

Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7/29/2019

**LESSOR**

By: \_\_\_\_\_ **RECEIVER**  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Dana Butcher , Receiver

Signatory Address:

6475 N. Palm Avenue #101

Fresno, CA 93704

**EXHIBIT A**

Name of Lessor: DANA BUTCHER ASSOCIATES

Property Address: 275 South Madera, Suite 302  
Kerman, CA 93630

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2 Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
3 Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
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5 Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
6 767 Fifth Avenue  
7 New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

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Jane Kim (#298192)  
10 (jkim@kellerbenvenutti.com)  
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Tel: 415 496 6723  
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13 *Attorneys for Debtors  
and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

19 In re:

20 PG&E CORPORATION,

21 - and -

22 PACIFIC GAS AND ELECTRIC  
COMPANY,

23 Debtors.

- 24  Affects PG&E Corporation  
25  Affects Pacific Gas and Electric Company  
26  Affects both Debtors

27 \* *All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

28 STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

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23                  8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

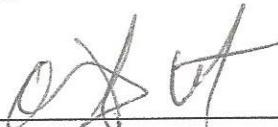
WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 26/ 2019

LESSOR

By: 

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

DAVE MARTINEAU

TRUSTEE

Signatory Address:

4879 GROVE ST

SONOMA CA 95476

## **EXHIBIT A**

Name of Lessor: David J. Martinelli and Gary L. Martinelli, Trustees of the Alice Martinelli Special Trust No. 1 UDT dated December 19, 1998, David Martinelli, Trustee of the Martinelli Family Trust, UDT July 9, 2008, and Gary L. Martinelli  
Address: 3395 McMaude Place  
Santa Rosa, CA 95407

Address: 3395 McMaude Place  
Santa Rosa, CA 95407

**Weil, Gotshal & Manges LLP**  
767 Fifth Avenue  
New York, NY 10153-0119